

SCHOOL UNION #7 – Saco & Dayton

90 Beach Street
Saco, Maine 04072
Telephone (207) 284-4505/Fax (207) 284-5951

Michael Lafortune
Superintendent

Catherine A. Faust
Director of Special Services

Kathie Winchenbach
Business Manager

Carol Marcotte
Director of Curriculum

Michael Garrity
Maintenance Director

Laurie Underwood
Technology Coordinator

REC'D SEP 22 2008

September 19, 2008

Susan A. Gendron
Commissioner of Education
Department of Education
23 State House Station
Augusta, Maine 04333-0023

REC'D SEP 22 2008

Dear Commissioner Gendron,

Please find the enclosed reorganization plan for Dayton, Saco, and Old Orchard Beach.

We look forward to your immediate review as we strive to prepare for a November 4th referendum.

We thank you in advance for your time and commitment to this review.

Sincerely,



Michael Lafortune
Superintendent of Schools

Receipt of Plan

Please consider this a recognition of the receipt of the

☒ Reorganization Plan

OR

☐ Alternative Plan

submitted to the Department of Education by:

Carol Marcotte

for ~~Saco, Dayton~~

Saco, Dayton, Old Orchard
Beach

Received by:

Melissa Padgett

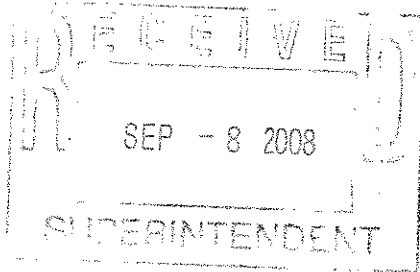
On October 22, 2008



STATE OF MAINE
DEPARTMENT OF EDUCATION
23 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0023

JOHN ELIAS BALDACCI
GOVERNOR

SUSAN A. GENDRON
COMMISSIONER



September 3, 2008

David Galli
8 Tiffany Lane
Saco, ME 04072

Dear Mr. Galli:

Thank you for the Reorganization Plan that you submitted on behalf of Saco School Department, Dayton School Department, and Old Orchard Beach School Department on August 26, 2008 for Department review for compliance with the school reorganization law, P.L. 2007, chapter 240, Part XXXX.

I recognize how much time, effort and thoughtful work is required to complete a reorganization plan and appreciate the efforts made, to date, by all those involved.

Members of my staff and I have reviewed the submission and offer the comments and notes listed below to assist you in completing the plan. If you make any substantive change(s) to any part of the plan beyond those listed below, please be sure to note those on the Updated Reorganization Plan Cover Sheet Checklist, along with notation of those items that have changed per the notes contained in this response.

General Documentation (Submittal Sheet)

- ✓ • The Reorganization Plan Cover Sheets - Checklist (3) are missing; please include these 3 pages with your revisions.
- ✓ • Please remove all references to "RSU 56" from your plan. The Department cannot assign a regional school unit number until after the reorganization plan is approved by the Commissioner and the voters at referendum.

Checklist/Plan Text Items

With respect to the items submitted as "complete", please note the following

** Required Elements*

✓ 11-A. and 11-B. Please include language indicating that either of these options would require approval from the Commissioner to move forward, or use the Drummond Woodsum model language that includes citations to the process.

✓ 12. Each regional school unit's plan must provide an estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved in accordance with 20-A MRSA 1461(3)(A)(12) and in sufficient detail to provide clear direction for the new regional school unit prior to plan approval. Please provide the information regarding estimated cost savings; and please consider using the guidance offered in the Drummond Woodsum workshop materials.

✓ 13-~~D~~ If an SAU provides choice, it must be preserved for all students under the reorganization law, Section 1479(4), unless the SAU member of the proposed RSU changes its policy prior to the operational date of the RSU. The approach labeled here as "School Choice" and described here as limited to certain students for a limited time is a description of tuitioning arrangements but does not comply with the requirement for preservation of school choice under the reorganization law. What is described in the plan is permissible as an element of the Reorganization Plan, but not labeled as "School Choice." Please clarify this section to either describe this as something other than choice, or to comply with the provisions of the reorganization law governing school choice.

✓ 14. The Commissioner's approval of a reorganization plan is of the plan as written on a date certain. Please clarify that future amendments to the plan, prior to the public vote, require Commissioner approval.

✓ Exhibits 7-A1 and 7A-2. Please submit "clean" copies of this section with your final plan submission (i.e., remove track changes).

We will review all items on the checklist again, upon your completion of the plan.

SUBMISSION OF REVISIONS:

Please provide the additional materials to complete your plan as soon as possible in order to ensure you meet the November 4, 2008 referendum date requirements. Please include:

- ✓
- Any additional data required
 - An updated Submittal Page with Signatures

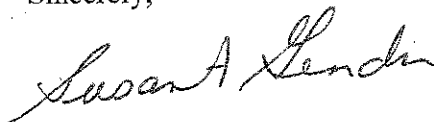
- ✓ • An updated Cover Sheet Checklist
- ✓ • A copy of this Response from the Commissioner.

I will respond no more than 14 days after the revisions/additional materials are refiled with the Department. As you are the contact person identified on the Submittal Sheet, this response is addressed to you but with the understanding that you will share it with your school administrative unit board members, RPC members and others involved with this Reorganization Plan.

Finally, what I am reviewing for approval is a plan (or a submission, if the plan is incomplete) which is by its very nature prospective, with steps yet to be taken or finalized; and any review comments or approval given are in relation to the elements required under P.L. 2007, chapter 240, Part XXXX but not the legality of all the activities proposed. Thus, I strongly recommend that you have your own legal advisor(s) review the details of any particular transaction proposed in your plan (particularly with respect to the disposition of property, to debt, and to employee contracts/relations) as you proceed, to ensure the legality of the steps you'll be taking to implement the plan. If that review leads to any substantive changes in any parts of your plan, please be sure to submit an amended plan to the Department for our review and our file.

Again, my sincere thanks for your efforts.

Sincerely,



Susan A. Gendron
Commissioner of Education

cc: Mike Lafortune, Superintendent, Union 7
Jack Turcotte, Superintendent, Old Orchard Beach School Department
Gerald Clockedile, Facilitator

Plan to Reorganize
The Dayton School Department,
Old Orchard Beach School Department and
Saco School Department into a
Regional School Unit

09/19/2008

Submitted to the Commissioner of Education
For the State of Maine by:
The Dayton School Department,
Old Orchard Beach School Department, and
Saco School Department

Regional School Unit

REORGANIZATION PLAN

SAU Submitting: Dayton School Department, Old Orchard Beach School Department and Saco School Department,

Contact Information: Michael Lafortune, Jack Turcotte

Date Submitted by SAU:September 19, 2008

Proposed RSU Operational Date: July 1, 2009

REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan
Saco School Department	Saco School Department
Dayton School Department	Dayton School Department
Old Orchard Beach School Department	Old Orchard Beach School Department
Arundel School Department	

Contact Information:

RPC Chair

Name: David Galli
 Address: 8 Tiffany Lane
Saco, Maine 04072
 Telephone: (207) 283-3490
 email: dgalli@yorkschoools.org

Date Plan Submitted: September 19, 2008

Proposed RSU Operational Date: July 1, 2009

Michael LaFortune

Signature/Title

Michael LaFortune

Superintendent of Schools

9/11/08

Date

Dayton School Department

SAU - Dayton School Department

Jack Turcotte

Signature/Title

Jack Turcotte

Superintendent of Schools

9-11-08

Date

Old Orchard Beach School Dept

SAU - Old Orchard Beach School

Department

Michael LaFortune

Signature/Title

Michael LaFortune

Superintendent of Schools

9/11/08

Date

Saco School Department

SAU - Saco School Department

Gregory A. ...

Signature/Title

9/11/08

Date

Old Orchard Beach Citizen

SAU

Michael Turcotte

Signature/Title

9/11/08

Date

Dayton School Dept

SAU

Ernest Morton

Signature/Title

09-11-08

Date

SACO CITY COUNCIL

SAU

John S. Blahut

Signature/Title

09-11-08

Date

Old Orchard Beach Citizen

SAU

William L. ...

Signature/Title

9/11/08

Date

Old Orchard Beach School Board

SAU

Jack R. Turcotte

Signature/Title

9-11-2008

Date

Old Orchard Beach School Dept

SAU

Shirley J. Jones

Signature/Title

9/11/2008

Date

Saco School Board

SAU

David Hall

Signature/Title

9/11/2008

Date

SACO RESIDENT

SAU

David Hall

Signature/Title

9/11/2008

Date

Saco School Board

SAU

Roxanne V. Genette

9/16/2008

OOB Town Council

Jim Trask

9/21/2008

Dayton Selectman (MEL)

Reorganization Plan Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance ⁴
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K - 12.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Collaborative Agreements		
	Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* 2020 Collaboration ongoing

Exceptions to 2,500 minimum

Actual number of students for which the SAU is fiscally responsible: _____

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier
	See Section 13-B of RSU Plan.

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

1. The units of school administration to be included in the proposed reorganized regional school unit.

The proposed Regional School (hereinafter “the RSU”) includes the following school administrative units.

- A) Dayton School Department
- B) Old Orchard Beach School Department
- C) Saco School Department

Note: During the organization of this new district, the Arundel School Department was also part of the planning process. Arundel has since decided to go in a different direction. This committee would like to recognize that fact and leave open the option for Arundel to return in the future if they so choose.

2. The size, composition and apportionment of the governing body.

The new regional school unit Board of Directors shall be comprised of seven members: 4 Saco residents elected by the City of Saco; 2 Old Orchard Beach residents elected by the Town of Old Orchard Beach; 1 resident of Dayton elected by the Town of Dayton. Each member will serve a 3-year term, except that the initial terms of the members of the first RSU Board shall be staggered in the following order.

Dayton: one 3-year term

Old Orchard Beach: one 2-year term
one 3 year term

Saco: one 3year term; one 2-year term and two 1-year terms

During the creation of this new board, a great deal of discussion centered on a six ward system based on wards with an equal number of voters which overlapped municipal boundaries. See Exhibits 2-A and 2-B. This plan expressly reserves to the RSU Board of Directors the right to request reapportionment pursuant to 20-A M.R.S.A. §1475 in accordance with the six ward model after the third operational year of the RSU, if the Board of Directors determines there are problems with the method of apportionment established by this plan

3. The method of voting of the governing body.

Each municipality in the new regional school unit shall elect the number of its residents to serve on the board as shown in the table below to meet the one person/one vote requirement of Maine’s Constitution, and the statutory deviation

tolerance of +/- 5%. The RSU board members' votes shall be weighted as follows:

Municipality	Population	# of Board Members	Votes	# of Votes per Member
Saco	18289	4	616	154
Old Orchard Beach	9349	2	316	158
Dayton	2026	1	68	68
Total	29664	7	1000	

A quorum for a meeting of the regional school unit board shall require at least four members of the board and a majority of the weighted votes to be present at the meeting. A vote of the regional school unit board shall require a two-thirds majority of the weighted vote cast at a meeting at which a quorum is present.

(See Exhibits 2-B & 3-A/Demographic Map & Demographic/Facility Background)

4. The composition, powers and duties of any local school committees to be created.

No Local School Committees shall be created by the RSU

5. The disposition of real and personal school property.

A. Real Property and Fixtures. All real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the Dayton School Department, Old Orchard Beach School Department and Saco School Department shall be conveyed to the RSU. The RSU Board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the RSU's right, title and interest in such real property and fixtures.

There are no real property interests and associated fixtures that shall not be transferred. All real property and fixtures shall be transferred to the RSU.

B. Personal Property. All other tangible school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories shall become property of the RSU as the successor to the Dayton School Department, Old Orchard Beach School Department and Saco School Department.

Exhibits 5-A1, 5-A2, and 5-A3 outline the facility use agreements between each municipality and their respective schools, pertaining to shared usage and responsibilities.

The RSU Board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the RSU's right, title and interest in such personal property.

C. Agreement to Share or to Own Property Jointly. In cases where real or personal school property is shared or jointly used by an SAU with a municipality or other party, the RSU shall be the successor in interest to the SAU, unless that shared or jointly used property has been included in the above lists of excepted real and personal property.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

A. Bonds, Notes and Lease Purchase Agreements that the RSU Will Assume. The RSU shall assume liability to pay the bonds, notes and lease purchase agreements specified in Exhibits 6A and 6B and Exhibit 6A1, Existing Lease Agreements.

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of RSU shall be assumed by the RSU, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are no longer serviceable or to keep them in normal operating condition.

B. Bonds, Notes and Lease Purchase Agreement that the RSU Will Not Assume. NONE.

C. New Capital Project Debt that the RSU Will Issue and Assume. NONE.

D. New Capital Project Debt that the RSU Will Issue But Will Not Assume. NONE.

E. Defaulted Debt is Excluded from Being Assumed. Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the RSU will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

F. Other Debt Not Assumed. Except as provided in this section of the Plan, the RSU will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the RSU.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

A. School Personnel Contracts A list of all written individual employment contracts to which each of the existing Dayton School Department, Old Orchard Beach School

Department, Saco School Department and School Union #7 is a party is attached as Exhibit 7-A.1. Pursuant to Section XXXX-43(5) of P.L. 2007, c.240, individuals on the list who are employed on the day before the operational date shall become employed by the new RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing Dayton School Department, Old Orchard Beach School Department, Saco School Department and School Union #7 from terminating or non-renewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

A list of all employees of the existing Dayton School Department, Old Orchard Beach School Department, Saco School Department and School Union #7 who do not have written individual employment contracts is attached as Exhibit 7-A.2. Pursuant to Section XXXX-43(5) of P.L. 2007, c.240, individuals on the list who are employed on the day before the operational date shall become employed by the new RSU as of its operational date. This provision does not prevent the existing Dayton School Department, Old Orchard Beach School Department, Saco School Department and School Union #7 from terminating employment of the employees in accordance with the applicable law before the RSU's operational date. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

B. School Collective Bargaining Agreements The collective bargaining agreements listed in Exhibit 7-B1, as to which the Dayton School Department, Old Orchard Beach School Department, Saco School Department and School Union #7 are a party, shall be assumed by the RSU as of its operational date. All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the RSU as of the RSU's operational date.

C. Other School Contractual Obligations A list of all other contracts to which Dayton School Department, Saco School Department and School Union #7 are a party and that will be in effect as of the RSU's operational date is attached as Exhibit 7-C.. the RSU shall assume the contracts listed in Exhibit 7-C. as of the operational date. Old Orchard Beach has no contracts that fit this category.

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.

Existing Financial Obligations: Pursuant to Section XXXX-36(5) of P.L. 2007, c.240, the disposition of existing financial obligations is governed by this Plan. Existing financial obligations shall include the following:

- all accounts payable;
- to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles

would be considered expenses of the Dayton School Department, Old Orchard Beach School Department, Saco School Department, and School Union #7, for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the individual school administrative units (SAU) in the year the obligations were incurred; and

- all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Notwithstanding the foregoing, obligations of the SAUs for summer salaries and benefits earned in FY 2009 shall not be considered existing financial obligations of the SAUs under this Section 8 and shall become the obligation of the RSU on July 1, 2009 when the RSU becomes operational.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the RSU to satisfy its remaining existing financial obligations, and the RSU Board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the RSU sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the RSU Board may satisfy those obligations from balances that the SAU transfers to the RSU. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the RSU Board may take any action permitted by law so that all of the municipalities of the RSU are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the RSU Board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. §1506(4).

Additionally, to the extent permitted by law, if in the judgment of the RSU Board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the RSU Board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the RSU's approved budget) to those SAU members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the RSU.

See fiscal year 2007 (June 30, 2007) audited financial statements of each SAU attached showing financial obligations which existed as of that date.

Remaining Balances: The balance remaining in SAU school accounts after satisfying existing financial obligations in accordance with this Plan shall be paid to the treasurer of the RSU, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4), except as otherwise provided in this Plan.

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4) or, at any time before an SAU has closed its accounts and ceased normal operations.

See fiscal year 2007 (June 30, 2007) audited financial statements of each SAU attached showing remaining balances which existed as of that date.

Reserve Funds: All SAU's within the RSU shall transfer remaining balances of reserve funds to the RSU, except as otherwise specified in this Plan. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. §1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the RSU. Notwithstanding the foregoing, any funds in reserve funds or otherwise designated for summer salaries and benefits earned in FY 2009 transferred by an SAU to the RSU, and any investment earnings thereon, shall be used by the RSU to reduce the RSU's assessments of that SAU in three approximately equal installments over the first three fiscal years of the RSU.

See fiscal year 2007 (June 30, 2007) audited financial statements of each SAU attached with detail of these types of funds and balance amounts which existed as of that date.

Scholarship Funds: All SAU's within the RSU shall transfer remaining balances of scholarship funds to the RSU. Scholarships shall be limited to the original pool of potential recipients, and distributed in the manner as to which they were intended, unless otherwise provided by the donor or by applicable law.

See fiscal year 2007 (June 30, 2007) audited financial statements of each SAU attached with detail of these types of funds and balance amounts which existed as of that date.

Trust Funds: All SAU's within the RSU shall transfer remaining balances of trust funds to the RSU. The RSU Board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

See fiscal year 2007 (June 30, 2007) audited financial statements of each SAU attached with detail of these types of funds and balance amounts which existed as of that date.

Audited financial statements for FY 2008 and FY 2009 shall be added as Exhibits to this Plan for purposes of this Section 7 of the Plan as they become available.

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

A Transition Plan and Timetable for the New RSU

The Plan's Guiding Principal to Minimize Disruption during School Unit Reorganization: Creation of a Pre-Reorganization Transition Committee

A guiding principle of this Plan is to ensure that the reorganization of the Dayton School Department, the Old Orchard Beach School Department and the Saco School Department, into the RSU minimizes as much as possible any disruption to the schools' educational programs. The Reorganization Planning Committee shall dissolve on the date of final approval of the RSU Plan by the Commissioner of Education. Prior to that date, the Dayton School Department, the Old Orchard Beach School Department and the Saco School Department, shall jointly create a successor RSU Transition Committee, and shall appoint its members, which shall include the SAU's Superintendents, Business Managers, School Board/Board of Education Chairs and Board Finance Committee Chairs (if applicable), representatives of the member municipalities, and such other persons as the School Boards determine to be appropriate. The RSU Transition Committee shall convene upon the dissolution of the Reorganization Planning Committee, and shall undertake such tasks as the following:

- In accordance with Section 12, undertake a methodical, detailed and comprehensive analysis of project transition costs and long-term savings from reorganization, and how such savings will be achieved. The analysis is to be completed in time for review by voters prior to the referendum on the Plan, and should include a comparison of projected tax impacts with school reorganization to projected tax impacts without school reorganization;

Request funds from the SAUs as necessary to support the work of the RSU Board until it becomes operational in fiscal year 2009-2010, to be paid by the member municipalities in proportion to their populations as shown in Section 3 of this Plan;

- Provide factual information to the voters of Dayton, Old Orchard Beach and Saco regarding the plan; and,

- Complete such other pre-organization tasks as may be appropriate.

The RSU Transition Committee shall be dissolved on or before the operational date of the RSU.

Reorganization Timetable:

The timetable for adoption and implementation of the reorganization plan is as follows:

September, 2008: Submit final reorganization plan to form the RSU to the Commissioner of Education for approval;

September, 2008: The Dayton School Department, Old Orchard Beach School Department and Saco School Department appoint members of the RSU Transition Committee;

September, 2008 or thereafter: On the date of final approval of the reorganization plan to form the RSU by the Commissioner of Education, the Dayton/Old Orchard Beach/Saco Reorganization Planning Committee (RPC) shall be dissolved, and the RSU transition Committee shall convene;

November 4, 2008: The reorganization plan to form the RSU is submitted by referendum to the voters of Dayton, Old Orchard Beach and Saco;

November, 2008: State Board of Education issues Certificate of Organization to the RSU;

November - December, 2008: Meeting of SAU school boards to elect RSU interim secretary and determine date for election of RSU board;

February - March, 2009: The RSU Board members are elected;

Spring 2009: RSU Board hires a superintendent, consolidates policies and procedures, and develops an RSU budget for fiscal year 2009-2010;

Spring 2009: RSU Budget meeting and Budget validation referendum for adoption of RSU budget for fiscal year 2009-10;

July 1, 2009: The RSU becomes operational.

Transition Plan for the RSU from fiscal year 2008-2009 to fiscal year 2009-2010:

The RSU Board shall establish interim rules of procedure and shall elect interim officers who shall serve until officers are elected at a meeting following the operational date of the RSU.

The RSU Board shall select a Superintendent of Schools in accordance with Section 1051 of Title 20-A. During the interim period, the salary, office and other expenses of the Superintendent, as well as the cost of the RSU Board, including insurance, shall be allocated to the SAUs as provided below.

The RSU Board shall propose and approve a recommended budget in accordance with 20-A M.R.S.A. §1482 for the first operational year for submission to the voters of the RSU. The budget format, approval procedures and assessments for the RSU's first operational year budget shall be in accordance with 20-A M.R.S.A. §1482-1489. The RSU Board shall have all necessary authority for those purposes. This shall be considered the first year of use of the budget validation referendum process for purposes of determining the continued use of the budget validation referendum process every three years pursuant to Section 1486(1).

Transition Plan for Personnel and Other Policies:

All personnel and other policies existing in the previous Dayton School Department, Old Orchard Beach School Department and Saco School Department shall continue to apply (and with the personnel policies, to the same employment positions) after they become part of the RSU until such time as the RSU Board and Superintendent develop and adopt District-wide policies in accordance with applicable law, for application after the District's operational date.

General Authority of the RSU Board to Implement the Plan:

The RSU Board shall be authorized to take all other actions and shall have all other authority provided under State law to implement fully this Reorganization Plan, including the authority to open and maintain accounts, to incur expenses in accordance with the approved budget to be allocated among the member municipalities in accordance with the provisions of Section 13-B, and to file applications for school construction projects and revolving renovation fund loans and other available funding.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

Please see Exhibit 10-A Minutes of all RPC meetings. The public has been invited to attend these meetings.

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.

- A. If this Plan is rejected by either the voters of Old Orchard Beach or Dayton, Saco, will continue to implement this Plan with the remaining school administrative unit subject to approval by the Commissioner of Education, or if both Old Orchard Beach and Dayton do not approve this Plan, Saco shall explore the completion of an alternative plan as stand alone municipal school unit.
- B. If this Plan is rejected by the voters of Saco, Old Orchard Beach and Dayton will continue to implement this Plan subject to approval by the Commissioner of Education. Saco may explore an alternative plan in accordance with subsection A.
- C. If this Plan is rejected by the voters of Saco, Old Orchard Beach and Dayton, the RSU shall not be formed under this plan. Each SAU may re-start the process to form a regional school unit or an alternate organization structure with the same or other school administrative units. Saco may explore an alternative plan in accordance with subsection A, and each SAU may seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX-36(11).
- D. If this Plan is rejected by Dayton and Saco, Old Orchard Beach shall explore alternative consolidation partners or seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX 36(11).
- E. If this Plan is rejected by Saco and Old Orchard Beach, Dayton shall explore alternative consolidation partners or seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX 36(11).

12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.

It is the opinion of the RPC that regionalizing the 3 districts' administrative offices elimination of duplicate services and/or personnel shall result in a savings of +/- \$200,000. It is further projected that savings in the areas of transportation, Special Ed, maintenance and grounds will result in savings of +/- \$20,000. Miscellaneous savings such as software licensing, board insurance, etc. should also show a demonstrable saving to the RSU. The committee also anticipates that the economies of scale of a larger district may result in long-term cost savings.

It is the opinion of the RPC that some of the savings realized from the elimination of redundant services or duplicate personnel will be needed for start-up costs of the

newly created RSU, and that some of the savings from improved efficiencies and operating procedures will be needed to sustain quality educational opportunities for all students and staff.

The RPC also recognizes that cost avoidance from penalties will be in excess of 3.3 million dollars, (\$3,300,000) in the first three years of operation. (The committee has been advised that the annual State penalty for failure to comply with the law will be \$1,102,870 the first year of non-compliance and will escalate each ensuing year as the districts' property values increase. Position on building assistance lists and other state aid may also be in jeopardy.)

13. *Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary.*

No schools will be closed for five (5) years from the beginning date of RSU operation (currently July 1, 2009), unless voted by the town in which said school resides.

13-A *Plan to reorganize administration, transportation, building and maintenance and special education.*

The RPC has reviewed and discussed the combined expenditures and FTE's for these 4 major areas. No decisions have been made in these areas, (see Exhibit 13-A/Fiscal Year 2008 Combined Budgets and FTE's for all 3 Districts), for existing detail. Such plans are to be included in the analysis completed by the RSU Transition Committee as described in Sections 9 and 12.

13-B *Cost Sharing in Regional School Units.*

To ensure that the cost sharing of additional local funds in RSU is equitable, the RSU shall apply the following cost-sharing provisions:

For the first operational year of the RSU (FY 2009-10) each municipality shall be responsible for its share of additional local funds allocated among the municipalities in the RSU on the basis of the percentage of each municipality's percentage of additional local funds as calculated for FY 2008-09;

For operational year two of the RSU (FY 2010-11) and subsequent operational years each member municipality shall be responsible for its share of additional local funds, in an amount up to the amount of its share of additional local funds in FY 2010, calculated on the basis of the percentage of each municipality's additional local funds as calculated for FY 2008-09; plus or minus its share of the amount of any increase or decrease in additional local funds from the amount of additional local funds in FY 2010, based 50% on each municipality's percentage of the average number of pupils on April 1 and October 1 in the prior calendar year and 50% on each municipality's percentage of State valuation for the prior calendar year.

The RSU board shall review the cost sharing method in the third operational year of the RSU (FY 2011-12) to determine if any amendments to the cost sharing method should be submitted to the voters of the RSU as provided in Section 14 of this Plan.

13-C Tuition Contracts and School Attendance Policy.

1. **Tuition Contracts:** The tuition contracts in existence as of the date of this Plan is as follows:
 - Saco Contract with Thornton Academy
 - Dayton Consolidated Contract with Thornton Academy
 - Dayton SMS Agreement
2. **School Attendance Policy:** The Dayton School Department, Old Orchard Beach School Department and Saco School Department do not currently offer their students the ability to select which school to attend. The RSU board of directors shall adopt a school attendance policy which determines whether and to what extent students may select the school they wish to attend within the RSU in accordance with applicable state laws.

(See Exhibit 13-C1 and 13-C2/Saco and Dayton Contract with Thornton Academy)

13-D Claims and Insurance

As of the date of submission of this Plan, Saco School Department has one pending claim under the jurisdiction of the Maine Human Rights Commission for a Disability Discrimination complaint No. PA07-0308. This section of the Plan shall be updated to include any additional claims through the last day before the RSU becomes operational.

13-E Votes to submit plan

The Dayton, Old Orchard Beach and Saco School Boards have each approved by majority vote the submission of this school reorganization plan prepared by the Dayton, Old Orchard Beach, and Saco Reorganization Planning Committee pursuant to Section XXXX-36(5)(M) of P.L. 2007, c.240, to reorganize into a regional school unit with an operational date of July 1, 2009, and have authorized and directed their Superintendents of Schools to submit this Plan to the Commissioner of Education.

14. Amendment of the RSU Plan.

Upon adoption of this Plan by a majority of the voters of the member school administrative units of the RSU, any amendment to this Plan shall require approval by the Commissioner of Education and by the majority of the RSU board members and a majority of the voters of the RSU, except that any amendment to Section 13-B of this Plan (cost sharing) shall require approval by at least a two-thirds (2/3rds) majority of all the board members of the RSU, including at least one board member from each municipality in the RSU, and approval by a majority of the voters of the RSU. Although amendments to the Plan may be submitted to the Commissioner of Education and for a vote at any time, the RSU Board shall conduct a comprehensive review of the Plan in the RSU's fifth operational year (FY 2013-14), to determine if any amendments are appropriate. Any amendments to this Plan prior to its approval at referendum must be approved by the Commissioner of Education.

LIST OF EXHIBITS

2-A	Proposed Population of Sub-Districts
2-B	Demographic Map
3-A	Demographic/Facility Background
5-A1	Facility Use Agreement/Saco
5-A2	Facility Use Document/OOB
5-A3	Facility Document/Dayton
6-A & 6B	Debt Service Summary
6A & B Supplemental	Combined Debt to Maturity – Total Principal Combined Debt to Maturity – Total Interest Combined Debt to Maturity – Total Agent Fees
6-A1	Existing Lease Agreements
7-A1	Saco/Dayton/OOB Administrators with Collective Bargaining Agreements
7-A2	Saco/Dayton/OOB Employees without Individual Employment Contracts
7-B1	Saco/Dayton/OOB Collective Bargaining Agreements
7-C	All Other Saco, Dayton and Old Orchard Beach Contracts
10-A	RPC Meeting Minutes
12-A	Penalties
13-A	Fiscal Year 2008 Combined Budgets and FTE's for all 3 Districts
13-C1	Saco Contract with Thornton Academy
13-C2	Dayton Contract with Thornton Academy
13-E	Minutes of Vote

EXHIBIT 2-A

Proposed Population of Sub-Districts

EXHIBIT 2-A

Proposed Population of Sub-Districts

School Precincts

Ward 1 (4,948): Saco-3,075; Old Orchard Beach -1,873

Ward 2 (4,949): Saco-3,949; Dayton -1,000

Ward 3 (5,094): Saco-2,135; Old Orchard Beach-2,959

Ward 4 (4,991): Saco-3,965; Dayton-1,026

Ward 5 (4,814): Saco-2,677; Old Orchard Beach-2,137

Ward 6 (4,927): Saco-2,485; Old Orchard Beach-2,442

EXHIBIT 2-B

Demographic Map

Draft - School Distrists

Dayton, Old Orchard Beach, Saco



Scale 1:2000



Legend

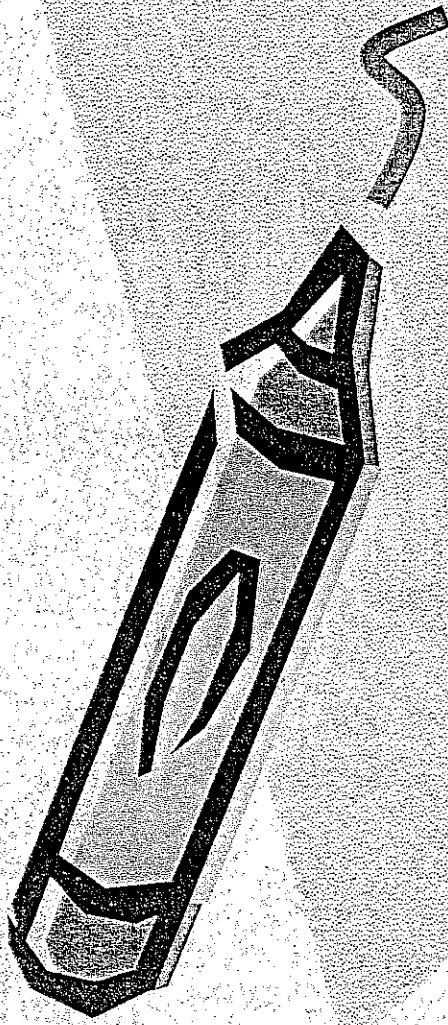
— EB11 Local Road

WARD

- 1
- 2
- 3
- 4
- 5
- 6

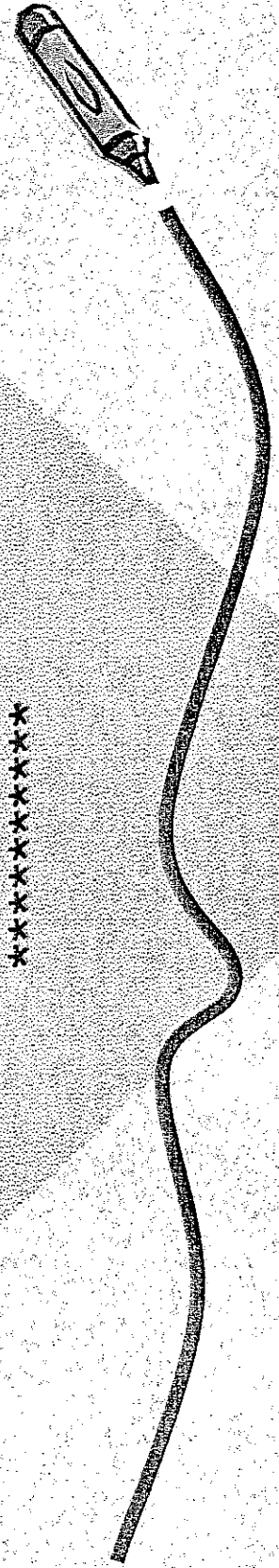
EXHIBIT 3-A

Demographic/Facility Background



PROPOSED RSU ~~56~~

Saco*****Old Orchard Beach*****Dayton



Mapping of RSU 56

Saco

Fairfield
(K-2)
273

Young
(K-2)
295

Dayton Consolidated
Elementary
(K-5)

CK Burns
(3-5)
607

Saco Middle School
(6-8)
723

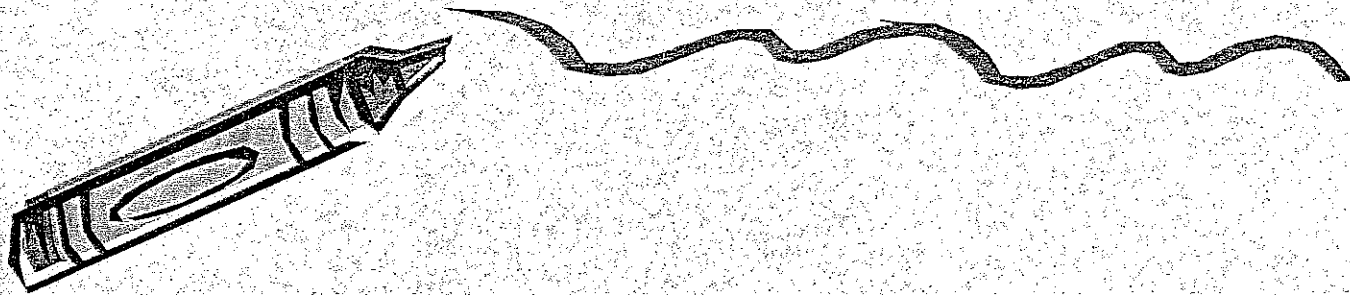
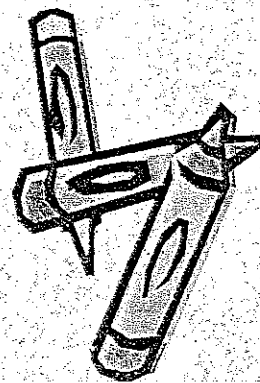
Thornton Academy
(9-12)

OOB

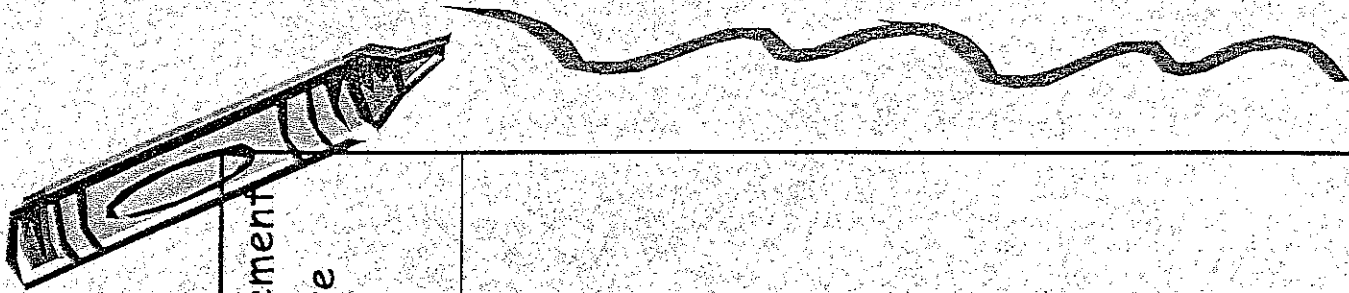
Jameson School
(K-3)
246

Loranger Middle School
(4-8)
346

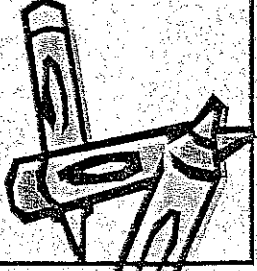
OOB High
(9-12)
281



Building Information

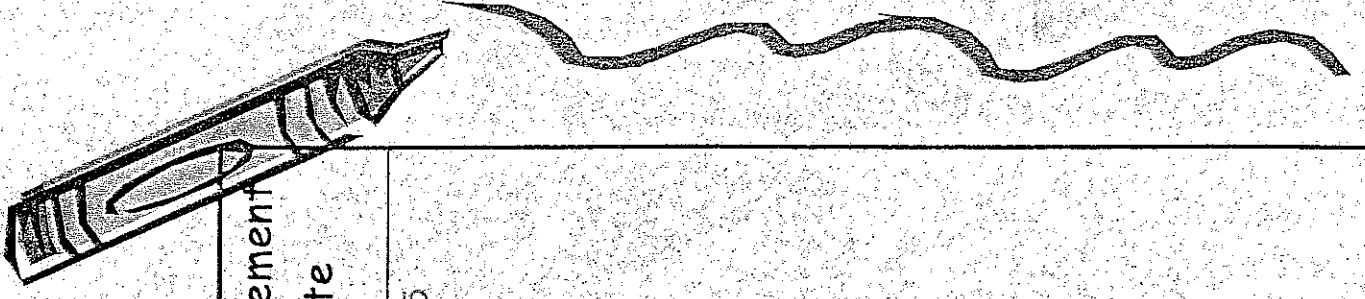
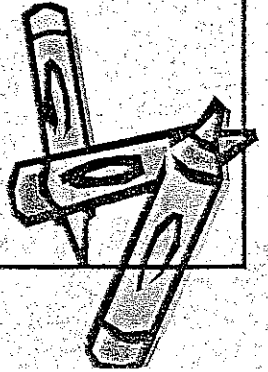


Town	School	Size	Age	Replacement Date
Saco	Fairfield Elementary (K-2)	32,367 SF	Constructed: 1961 Ren: 2001	2001-2026
	Young Elementary (K-2)	28,000 SF	Constructed: 2004	2024
	C.K. Burns (3-5)	83,866 SF	Main Building: 1922 Ren: 1954, 1991, 2001	1972-2026
	Saco Middle (6-8)	98,700 SF 1 Pble (1,904 SF)	Main Building: 1974 Ren: 2001	2024
	Jordon School	4,488 SF	Constructed: 1849 Ren: 1985	2025
	Saco Transition	28,000 SF	Constructed: 2000	

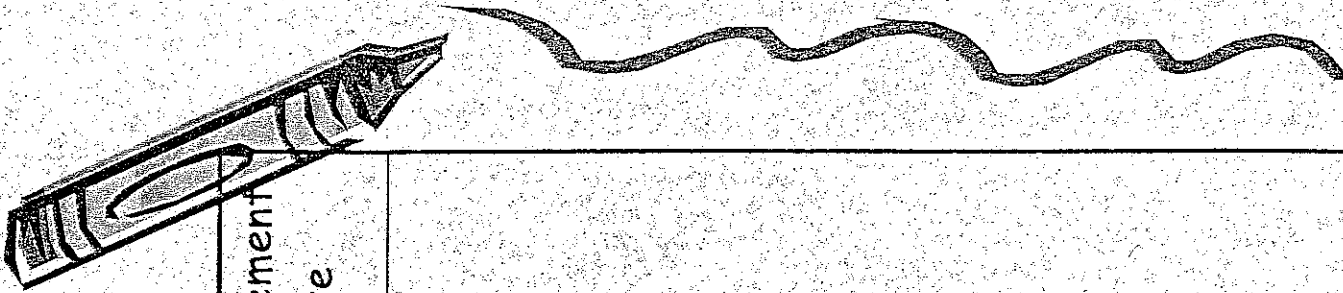


Building Information

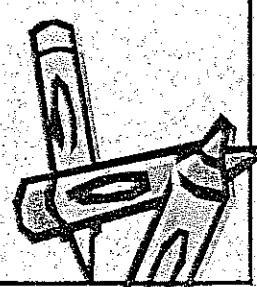
Town	School	Size	Age	Replacement Date
<u>Dayton</u>	Dayton Consolidated Elementary School (K-6)	23,234 SF 1 Modular 14,280 SF	Constructed: 1950 Ren: 1976, 1990 Mod. Construction: 1995 Ren: 2006	2000-2015



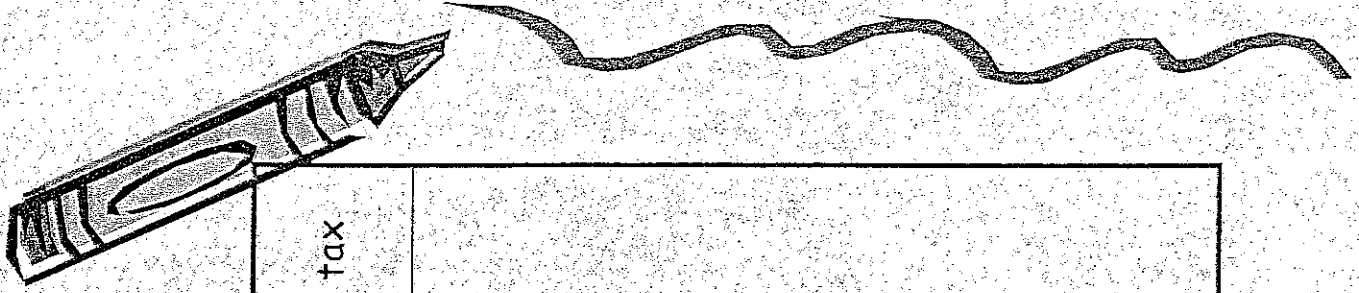
Building Information



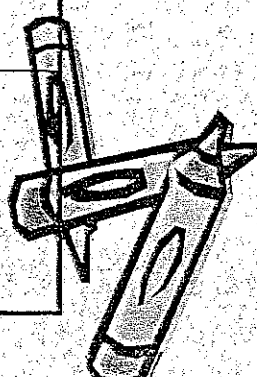
Town	School	Size	Age	Replacement Date
Old Orchard Beach	Jameson School (K-3)	30,870 SF	Constructed: 1955 Ren/addition: 1997 New Entrance/multi-purpose room: 2000 Playground: 1994	
	Loranger Middle (4-8)	86,008 SF	Constructed: 1968 Ren: 2001 Superintendent housed "Titcomb Farm House" Historical Building	
	Old Orchard High (9-12)	68,976 SF	Constructed: 1980 Ren: 2001	



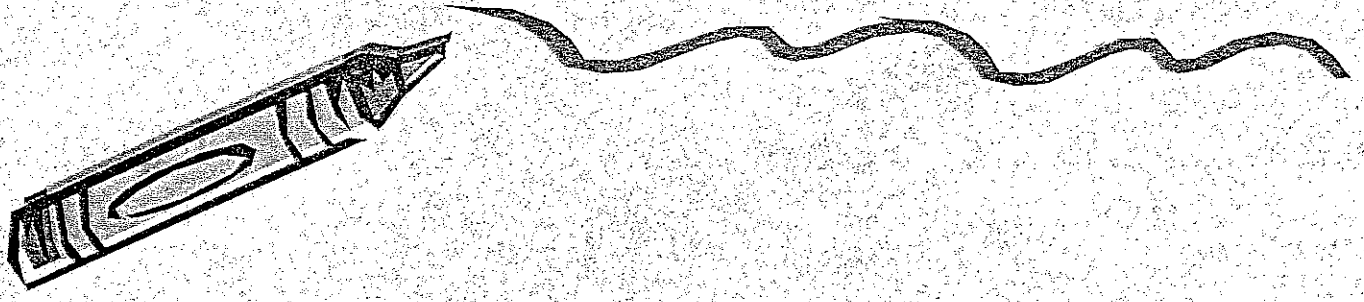
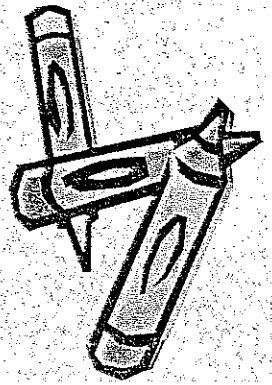
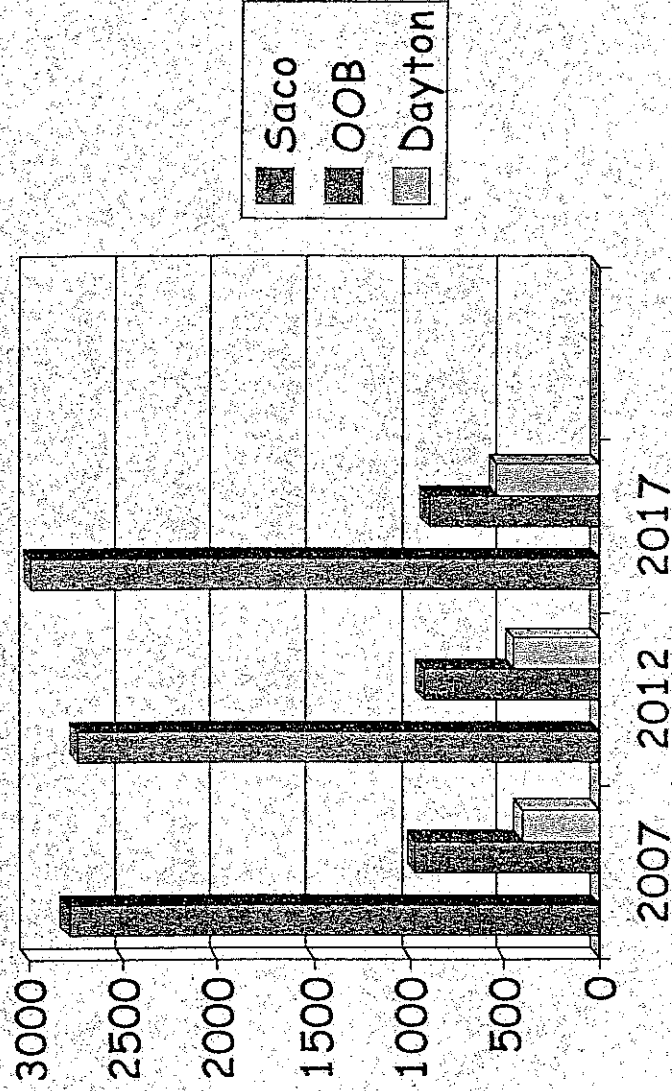
RSU 56 Demographics



Town	Median Resident Age -2005	Median Household Income - 2005	Median House/Condo Value - 2005	Median Property tax 2000
Saco	37.2	\$51,400	\$218,100	\$1,905
<u>Dayton</u>	34.6	\$51,400	\$218,500	\$1,377
OOB	40.1	\$41,600	\$176,800	\$1,787



Projected Student Population



RSU 56 PROPERTY

Saco	21 Buses City own Ball Fields	City own playgrounds
OOB	5 Buses Town own playgrounds, tennis courts, athletic fields	
<u>Dayton</u>	5 Buses Town Hall sits on school property Athletic Fields	

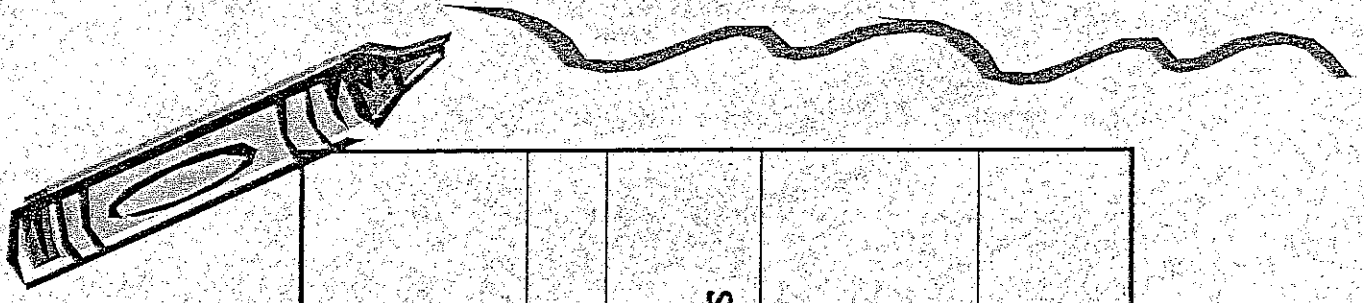
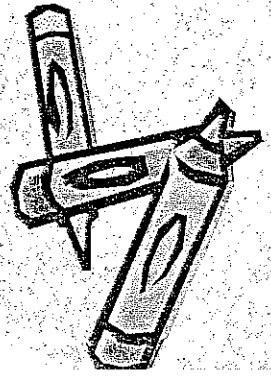


EXHIBIT 5-A1

Disposition of Real And Personal Property/Saco

FACILITIES AGREEMENT

By and Between

City of Saco, a Municipal Corporation

and

Saco School Department, acting through its Superintendent.

October 6, 2003

(Amended April 26, 2004)

(Amended January 1, 2005)

(Amended January 22, 2007)

(Amendment March 17, 2008)

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INTRODUCTION:

1. The purpose of this Agreement is to memorialize the rights and responsibilities of each party (the "City" and the "School Department") as regards the herein set forth municipal facilities. Each party has unique needs and expectations as concerns these several facilities, and it is intended that setting forth each parties interests will promote better cooperation and more efficient and full use of said facilities, all for the betterment of the community.
2. The City Council and the Board of Education propose that the Facilities Agreement shall be the preferred outcome for addressing both city and Regional School Unit (RSU) rights and responsibilities.

GENERAL CONDITIONS:

1. The City and School Department agree that the Director of Parks and Recreation will be the primary contact for the City except for matters involving infrastructure such as parking lots, sewers and drains, etc. in which case the primary contact shall be the Director of Public Works. The School Department contact shall be the Superintendent of Schools or their designee.
2. For all facilities set forth below, the City shall be fully responsible for the costs of maintaining, plowing, sanding, sweeping, paving, signage, striping of the appropriate parking lots as part of a regularly scheduled city maintenance program and tree selection, planting and maintenance In accordance with Chapter 204 of the Saco City Code. When additional services involving the above are requested by the School Department, determination of priority will be at the discretion of the Director of Public Works encompassing the scheduling of other commitments.
3. For all facilities set forth below, with the exception of shared facilities, the School Department shall be fully responsible for any capital improvements. Prior to any capital improvements on the shared buildings: City Hall Annex and Public Works Facility, both the School Department and the City will meet to discuss any improvements.
4. All school specific special events such as book fairs, concerts, and plays, etcetera held inside buildings or on outside fields which, as a result will require the City program to relocate, will require the School Department to notify the City prior to the event.

5. A protocol for scheduling all school sanctioned "makeup games" will include contacting a Saco Parks and Recreation Department representative for confirmation of site and location.
6. In addition, for all the facilities set forth below, the City shall be fully responsible for the costs of repairing, replacing and maintaining all sewers, drains and laterals for all such facilities up the exterior wall of each applicable building.
7. For all matters where the School Department has financial responsibility, said School Department shall make best efforts to use and employ City personnel before outsourcing to any private concerns or companies.
8. For all fields described hereunder, the City shall determine the adequacy and safety of such facilities, and may disallow use anytime it determines a field is not suitable for use. The City will also determine which uses shall be permitted upon each field.
9. **Coordination of Facility Use.**
 - A common scheduling program will be used by the Parks and Recreation Department and the School Department to alleviate scheduling conflicts;
 - At the beginning of each program year -- by August 1st -- all "groups" intending to use any school facility whether it be inside or outside for a program, event, practice or sport will identify themselves by schedule or other means agreed upon by both parties;
 - Group Definition: (1) school or school sponsored, supervised or funded; (2) city parks and recreation department.
 - Others requesting to hold events at a school facility, not sponsored by a school or parks and recreation group as defined, will need to verify that the school department and the parks and recreation department have not scheduled a use for the facility prior to holding the event.
10. Both parties recognize and agree that the City has a legal obligation to conduct general municipal, state and federal elections, special elections, primary elections and referendums at various times year to year; and that the safe, proper and efficient conduct of such elections requires use of various municipal facilities set forth herein. It is agreed in all circumstances that the conduct of all such elections shall have priority of use at all such facilities as required by the City Clerk, Chief of Police and Municipal Officers from time to time.
11. The Clerk, in consultation with the City Administrator, Director of Public Works, Chief of Police and School Superintendent/designee, will choose those spaces within such facilities to conduct elections; will set the times within such areas shall be occupied and used exclusively by the City for the set up and carrying out of

elections, and will report to the Superintendent when all such election activities have ceased and such areas made re-available for other use or purpose.

12. The Essential Programs and Services (EPS) formula allocates funding for grounds. Those allocated funds used for grounds will be transferred to the city to reimburse costs for maintaining the grounds.
13. School Resource Officer – The city will provide a School Resource Officer for the RSU for grades K – 8th, if the position is funded by the RSU.
14. There remains continued access to school busses for use for community programs.

SACO MIDDLE SCHOOL: 40 Buxton Road

1. The Agreement regarding facilities at 40 Buxton Road is intended to cover the actual school building, parking lots, walkways, and fields on premises.
2. During winter months the City receives use of the gymnasium and cafeteria from 7:00pm until 9:00pm unless there is prior agreement by both parties. Janitorial maintenance of the building will be performed by custodial staff during normal business hours, or for groups with larger than normal participation. Janitorial maintenance performed outside of normal business hours, custodial staff time may be required and compensated for by the City.
3. As for the building it shall be used and maintained by the School Department subject to the General Conditions for elections above. The City shall have and enjoy priority of use at all other times that the School Department is not using the building.
4. All school team sports using outside field areas should refrain from scheduling practices on field areas after 5:00pm and must receive permission prior to any scheduling of after hours practices. A weekly e-mailed listing of all games, including make-up games will be submitted to Saco Parks and Recreation to ensure that field preparation and maintenance occurs. All teams must use assigned fields for scheduled games and practices.
5. The walkway from Buxton Road to the corner of building closest to Buxton Road, the driveway and the parking lot shall be the responsibility of the City. All other walkways on premises will be the School Department's responsibility.

6. The public fields on the premises shall be managed cooperatively with the following allocation of interests. School department shall enjoy priority of use of all outdoor fields.
7. To assist with scheduling and to avoid conflicting events, game and practice schedules will be provided to the City one month prior to the start of a sport season. Schedule changes and make-ups will be forwarded to the City at the earliest opportunity. The City shall enjoy at all other times of non-school use a priority over all other parties.
8. This facility will be available for use by the City during the summer months for the specific purpose of Summer Day Camp programming. Areas needed by the City for summer programming include the gym, cafeteria and one storage/ staff area.
9. Consumption of electricity within the building and exterior security lighting shall be paid by the School Department.
10. Sheltering. This facility will be provided for shelter protection, emergency lodging and feeding for evacuees displaced as a result of emergency conditions or disaster situations.
11. The City will be responsible for completing the site improvements as provided in the November 7, 2006 Bond.
12. The License Agreement in effect and dated August 28, 1997, between the City of Saco and Saco Little League shall be honored (see appendix)

GOV. JOHN FAIRFIELD SCHOOL: 75 Beach Street

1. The School Department shall maintain the school building at the premises, and shall also maintain all facilities within three feet of the building footprint. The remainder of the premises open space is a public park, and shall be maintained by the City. The School Department, however, shares use of the park with the public during school hours.
2. During winter months the City will use the gymnasium and cafeteria from 5:00pm until 9:00pm unless there is prior agreement by both parties. Janitorial maintenance of the building will be performed by custodial staff during normal business hours. Janitorial maintenance performed outside of normal business hours, or for groups with larger than normal participation custodial staff time may be required and compensated for by the City.

3. The City's afterschool camp and summer day camp requires use of the gymnasium/ cafeteria, the stage and one area for storage of program equipment and staff equipment.
4. Walkways around the building and entryways shall be maintained by the School Department. The City shall maintain the driveways and the parking lot.
5. The School Department shall have priority of use to the building with the exception of the General Conditions above. Scheduling priority for the building and other parts of the premises shall be with the School Department. The City shall enjoy at all other times of non-school use a priority over all other parties.
6. The storage building directly across from the Unitarian Church, known as the Parks Maintenance Building located on the premises shall remain for the City's use.

YOUNG SCHOOL: 36 Tasker Street

1. This Agreement regarding the facilities at 36 Tasker Street is intended to cover the actual school building, parking lots, walkways and fields on premises.
2. The school building shall be used and maintained by the School Department subject to the General Conditions above. The City shall enjoy at all other times of non-school use a priority over all other parties.
3. Walkways and entryways shall be maintained by the School Department, except the City will assume responsibility for the walkway from Tasker to Franklin Street. The parking lot is the responsibility of the City as noted in the General Conditions.
4. Outdoor fields and play areas shall be maintained and managed by the City. The School Department may freely use the open space during school hours, but the lighted field may only be used pursuant to permission from City.
5. A modular school may be located on this property. The school will be located in the 220 feet by 220 feet area known as the practice field. The playground equipment, tennis courts and ball field will not be disturbed as a result of the location of the modular school at this site. The Practice field will be returned to its current condition when the modular school is removed from the site.

C. K. BURNS SCHOOL: 135 Middle Street

1. The Agreement regarding facilities at 135 Middle Street is intended to cover the actual school building, parking lots, walkways and fields on the premises.
2. During winter months the City will use the gymnasium and cafeteria from 5:00pm until 9:00pm unless there is prior agreement by both parties. Janitorial maintenance of the building will be performed by custodial staff during normal business hours. Janitorial maintenance performed outside of normal business hours, or for groups with larger than normal participation custodial staff time may be required and compensated for by the City.
3. The City's afterschool camp and summer day camp require the use of the gymnasium, cafeteria, multi- purpose room, the stage and one area for storage of program equipment and staff equipment.
4. The School Department shall use and maintain the building on the premises, and shall enjoy priority of use to such building subject to the General Conditions above. The City shall enjoy at all other times of non-school use a priority over all other parties.
5. The School Department shall maintain the walkways and entryways to the building, except the City shall maintain the sidewalk running along Middle Street and the driveways and parking lots.
6. That portion of open space easterly of the school building is also known as Memorial Field, and by agreement with the U.S. Department of the Interior, must remain available for public use at all times, although the School Department will have priority of use to the baseball diamond subject to scheduling by the Director of Parks and Recreation. The City shall maintain Memorial Field. City will also receive advance notice of any special activities or events requiring use of the field.
7. Any or all agreement(s) with the City relating to Saco Little League or use of the Tennis Courts shall be honored according to the terms of said agreement(s).
8. The School Department shall have priority of use to the remainder of open space lying generally northerly of the building and abutting Summer Street. The City, however, shall maintain this open space.
9. Sheltering. This facility will be provided for shelter protection, emergency lodging and feeding for evacuees displaced as a result of emergency conditions or disaster situations.

CENTRAL ADMINISTRATIVE OFFICE: 90 Beach Street

1. This Agreement regarding the facility at 90 Beach Street is intended to supplement a prior Agreement between the City and School Department dated March 21, 2002 and attached to this document.
2. The parties acknowledge that the premises provide necessary and important parking for those including the School Department, the City and the public, intending to use Memorial Field. After business hours, all spaces will be available for the public.

CITY HALL ANNEX: 11 Cutts Avenue

1. This Agreement regarding the facilities at 11 Cutts Avenue is intended to cover the building (also known as the "City Hall Annex"), the parking lot, walkways and entryways on the site.
2. The City shall be responsible for the parking lot, grounds and all utilities servicing the building. The City shall also pay for all electricity at the premises.
3. School Department Information Technology will be relocated by July 1, 2008.

SACO ADULT LEARNING CENTER: 52 School Street

1. This Agreement is intended to cover the parking lot, entryways and fields around the facilities at 52 School Street, also known as the Saco Adult Learning Center.
2. This facility shall be for the use of the School Department for Saco/Old Orchard Beach Adult Education program.
3. The School Department shall have priority of use to these facilities. The operation, maintenance and up keeping of the building, shall be the responsibility of the School Department. The School Department shall also be responsible for maintenance of the walkways and entryways servicing the building.
4. For those times when the School Department is not using the building, the City may make use of the facilities but the City shall secure prior approval of the School Department.

SACO COMMUNITY CENTER: 75 Franklin Street

1. This Agreement is intended to cover the building, parking lots and entryways around the facilities at 75 Franklin Street, also known as the "Saco Community Center".

2. The City will have priority of use and occupancy for the building and shall maintain it for all times. The City shall also maintain the parking lots and entryways, and shall pay all electrical costs for the building.
3. The School Department may, upon advance request and City permission, use the facilities but such use will only be allowed at times when it will not conflict with City needs and programs. All requests must be in writing.

80 COMMON STREET

1. This agreement is intended to cover the building, parking lots and entryways around the facilities at 80 Common Street.
2. The City will have priority use and occupancy for the building and shall maintain it for all times. The City shall also maintain the parking lots and entryways, and shall pay all electrical costs for the building.
3. The School Department may, upon advance request and city permission, use the facilities provided there is not a scheduling conflict with a city program.

HIGH SCHOOL TRANSITION PROGRAM: 80 A COMMON STREET

1. This Agreement is intended to cover the building located at 80-A Common Street, which facilities are known as the "Transition Program".
2. The School Department shall have priority of use to these facilities. The maintenance and upkeep of the building, and all electrical usage, shall be the responsibility of the School Department.
3. For those times when the School Department is not using the building, the City may make use of the facilities but the City shall secure prior approval of the School Department.
4. The School Department shall also be responsible for maintenance of the stairs and ramps while the City shall maintain the walkway from School Street to Common Street.
5. As parking is shared between the uses at 80-a Common Street and 80 Common Street, and accessed via a common drive, the City shall maintain, plow and sand the parking lot for the building. Ten (10) parking spaces shall be dedicated for School Department use.

PUBLIC WORKS FACILITY: 351 North Street

1. All upkeep and utilities associated with the School-owned modular office building is the responsibility of the School (including school owned dumpster costs). Utility boxes for bus plug-ins are the School's responsibility; including the cost of electricity.
2. The City will be responsible for the yard and grounds.
3. **Maintenance of School Busses by Public Works:** The School Department will reimburse the City for the cost of labor, parts and overhead for the maintenance of school busses.

CITY HALL AUDITORIUM: 300 Main Street

1. The use of City Hall Auditorium is encouraged for all Board of Education meetings to encourage cable casting of meetings. There will be no charge for the use of the facility or service.

Dated at Saco, Maine this _____ day of _____, 2008.

By:

Michael Lafortune
Superintendent of Schools

Richard R. Michaud
City Administrator

Appendix

LICENSE AGREEMENT

AGREEMENT made as of this 23rd day of August, 1997, between the City of Saco (hereinafter called "Licensor"), and Saco Little League Softball (hereinafter called "Licensee"), duly authorized by and through Charters of Maremont and Saco Little League.

WITNESSETH:

WHEREAS, Licensor is a municipality which holds title interest to land located at the Saco Middle School, which is presently used as multipurpose athletic fields.

WHEREAS, Licensee desires to construct, at its own expense, a permanent facility at said location that would include permanent fencing, backstops, dugouts, storage area, clubhouse and concession stand.

WHEREAS, Licensor desires to make certain improvements to said fields in order to accommodate that growing need for such activities, such as, Little League Softball.

WHEREAS, Licensee wishes to provide financial assistance through private solicitation and fundraising activities in order to construct such a facility that will allow all recreation and school programs to maximize the fields use.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. (a) Licensor hereby grants and Licensee hereby accepts a license to construct, maintain and operate a permanent facility which would include permanent fencing, backstops, dugouts, storage area, club house and concession stand located at the Saco Middle School multipurpose field at a location more particularly described as Exhibit A hereto attached (hereinafter called the "Facility").
- (b) Licensee agrees that all funds incident to the development of the facility (except the field) will be provided through private solicitation and fundraising activities of the Licensee. It is understood that the facility and all improvements remains the property of the Licensor, except for equipment contained in said Facility.
- (c) Licensee, at all times, will maintain the Facility, including fixtures and equipment, in excellent condition and at the expiration or earlier termination of this License Agreement shall return Licensor's property to Licensor in the same condition as when it was constructed (reasonable wear and tear excepted) and may remove only such of its fixtures and equipment as Licensor permits to be removed (with the exception of equipment - see 1(b)) and shall repair any damage to the Facility caused by such removal.

JKP
2/24

(d) Licensee is authorized to operate exclusively the concession stand. Licensor shall grant a permit on a year to year basis, so long as all required ordinances, laws and regulations are complied with. Licensee shall be responsible for the maintenance and repairs of the concession stand and the Facility.

2. Term: (a) This License Agreement shall be for an initial term of five (5) years with four (4) renewal terms of five (5) years each.

(b) If at the end of the initial five (5) year term this License Agreement has not been terminated by Licensee by giving to Licensor written notice of and intentions to terminate at least two (2) months prior to the end of such term, this License Agreement shall continue in force upon the same covenants, terms and conditions of the consecutive five (5) years.

(c) Notwithstanding part (b) above, if after the initial 5 year term licensee fails to comply with, meet honor or fulfill any of the terms of this license, or the Side Agreement referenced in Section 8 below, such failure shall constitute a breach of the license. Licensor shall give Licensee notice of the breach and reasonable opportunity to cure.

(d) Failure of Licensee to cure after notice shall constitute the complete legal, binding termination of this agreement, and all benefits thereunder, without further action on Licensor's part.

3. Conduct of Licensee Relating to the Facility:

(a) Licensee warrants that upon executing this License Agreement, it agrees to comply with all applicable laws, ordinances and regulations during the entire term of this License Agreement, and shall, at its own expense, procure and maintain in effect all licenses and/or permits that are required thereby for the conduct of its business.

(b) Licensee shall, at its own expense, keep the facility and appurtenances in a clean, sightly and healthful condition. If Licensee shall fail to perform its obligations hereunder, Licensor may enter the facility (without such entry constituting a termination of the Agreement) and may restore the same to their proper condition, and assess the costs of said repair to Licensee. Failure to pay any proper assessment will constitute a breach of this agreement by Licensee.

4. Insurance Requirements:

(a) Licensee shall, at its own expense, procure and maintain throughout the term of this License Agreement, and any extensions, general public liability insurance in connection with the operations of Licensee, which shall name Licensor as an additional insured.

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2/24

5. All property of Licensee in, or about, the facility shall be entirely at the risk of Licensee.
6. This License Agreement may not be assigned or transferred by the Licensee without the written consent of the Licensor.
7. Use of the field:
- (a) Licensee shall be given preferential use of the facility during the season, (May to July) however all scheduling decisions will be made by and be the prerogative of the Director of Parks and Recreation.
8. Licensee shall develop, in conjunction with the Director of Parks & Recreation, a revenue sharing plan for the concession stand in order to financially assist community recreation and athletic Programs, pursuant to the Side Agreement (Exhibit B) and annual review by Licensor.
9. Licensee shall have permission to install utilities and services which include, but is not limited to, electrical services, water service, telecommunications service and sewer. Licensee shall pay for its own utilities and services.
10. Licensee shall have permission to install temporary signs for the purpose of raising sponsorship funds, said signs shall be in place during the following times (May to October) otherwise to be taken down for safe keeping.
11. Licensee shall be permitted to install temporary Little League fencing in areas affecting the all purpose field.
12. Licensor will assist Licensee in developing the field that will meet standards for safety. Licensor reserves the right to cooperate in additional improvements needed for tournament play, but is under no obligation to do so.
13. Licensor, by and through the Parks & Recreation Department, shall maintain the playing field of the Facility.
14. This License Agreement is subject and subordinate to the terms and provisions of any financing instruments or bonding obligations of the Licensor provided, however, that Licensee's rights to use the Facility are not terminated or impaired.
15. All notices to either party hereunder shall be properly given if mailed certified, return receipt requested or hand delivered to the other party at Saco City Hall or to such other address as it shall designate by notice (given as aforesaid) to the other party.

16. This Agreement sets forth the entire license between the parties, may be modified or amended only by written instrument executed by each party, and shall inure to the benefit of and bind the parties hereto and their respecting successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written above.

ATTEST

CITY OF SACO

Susan C. Smith
S. M. Smith, Esq.
ATTEST:

BY: [Signature]
TITLE: City Administrator
SACO LITTLE LEAGUE SOFTBALL

[Signature]

BY: [Signature]
TITLE: Field Chair Person

10/17/08

ADDENDUM B

As part of the License, the parties also herein agree to the following addendum to be known as the "shack agreement".

1. The Licensee has permission to construct and operate on the premises a concession stand or so-called "shack" for the sale of items during sport events.
2. The physical structure itself becomes and will remain the property of Licensor.
3. The revenue generated by the sales of goods at the shack shall be used as follows:
 - A. 80% of net revenue/proceeds may be used by Licensee as it sees fit, except said funds may not be taken as salary, wages, compensation, etc. by Licensee or its officers, agents, members or employees.
 - B. 20% of net revenue/proceeds shall be placed in trust for the promotion of athletic programs throughout the City of Saco, and these funds shall be spent only after consultation with and approval of the Director of Parks & Recreation.
4. The Licensor, through the Director of Parks and Recreation, shall each year submit a list of priorities or priority needs to the Licensee, said priorities ranked #1 and then onwards. Licensee shall use each year, unless otherwise directed by Licensor, all of the funds in the trust account to buy or pay for the priorities set out by the Licensor. Priority #1 will be met and/or paid for in full before #2, #3, etc. is considered.
5. Licensee will have not contest, dispute, challenge or ignore in any way the priority list established by the Director of Parks and Recreation, said list being within the total control and discretion of the Director of Parks and Recreation.
6. Licensee shall present evidence of its compliance with the above obligations each year.

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EXHIBIT 5-A2

Disposition of Real And Personal Property/Old Orchard Beach

EXHIBIT 5-A2

THE OLD ORCHARD BEACH SCHOOL DEPARTMENT FACILITY USE AGREEMENT

This agreement regarding the facilities at 40 EE Cummings Blvd., 148 Saco ave., 20 Jameson Hill Rd. and 28 Jameson Hill Rd. is intended to cover the actual school buildings parking lots, walkways and fields on premises.

The school buildings and fields shall be used and maintained by the School Department subject to the General Conditions above. The Town shall enjoy at all other times of non-school use a priority over all other parties.

Walkways shall be maintained by the School Department. The Town is responsible for the plowing of Parking Lots and Entryways.

Special Conditions:

Head Start

OOB Town Recreation Dept. Offices

OOB Town Recreation Fitness Room

OOB Town Recreation After School Programming

OOB Town Recreation Summer Day Camp and use of School Dept. Buses

OOB Town Recreation use of Fields for various Programs

OOB Town Recreation use of Buildings for various Programs

Little League Use of Fields

Town Voting

Public Safety Training

Ex: Weight Rooms

Outdoor Track & Parking Lots

Seminars

Shooter in the Buildings

Emergency Evacuations Sites

Various Town Workshops & Special Event Fund Raisers

The completion of our Safe Routes to Schools Grant work and all related modifications of said plan.

Ex: EE Cummings Blvd.

Other trails to be determined to connect the OOB School Department

Salvation Army's use of our Parking Lots and Classrooms

This is not intended or should it be construed that this is a complete list of special or alternate use of the School Department Facilities.

EXHIBIT 5-A3

Disposition of Real And Personal Property/Dayton

EXHIBIT 5-A3

Dayton Consolidated School Facility Use Agreement

A certain lot or parcel of land, with the buildings and improvements thereon, situated in Dayton, in the County of York and State of Maine, bounded and described as follows.

Beginning at a point on the northerly side of U.S. Route 5, at its intersection with the westerly sideline of Hight Road, so-called, and the easterly sideline of U.S. Route 35; thence northeasterly by the apparent westerly sideline of said Hight Road a distance of 900 feet, more or less to a point on the northwesterly side of said Hight Road which is 350 feet southwesterly from a granite monument set in the ground in the northwesterly sideline of said Hight Road at the easterly corner of land of the Inhabitants of the Town of Dayton described in the deed dated January 10, 1950, recorded in the York Registry of Deeds in Book 1152, Page 242; thence turning at a right angle to the said Hight Road and running northwesterly a distance of 175 feet to a point; thence turning at a right angle to the line last described and running southwesterly a distance of 350 feet, more or less, to the northeasterly side of a paved parking area; thence turning and running westerly, along the northeasterly side of said paved parking area, a distance of 250 feet, more or less, to the southeasterly side of a paved walkway between the Town Offices, so-called, and the property herein described; thence turning at a forty-five degree included angle to the line last above described and running westerly a distance of 45 feet, more or less, to the easterly sideline of said U. S. Route 35; thence turning and running southerly along the easterly sideline of said U.S. Route 35 a distance of 640 feet, more or less, to point and place of beginning.

Also granting to the Dayton Consolidated School the right and easement, in common with the Grantor, to pump water from the well on the Town of Dayton's property which is located westerly a distance of 175 feet, more or less, from the northerly-most corner of the property above described; together with an easement under and across the Town's property for the installation, repair, replacement and maintenance of a well pump and a waterline from the said well southerly to the school property, including the right to enter upon the said property of the Town with men and equipment for such purposes, provided that the property is returned to substantially the same condition as it existed prior to such entry.

Reserving unto the Inhabitants of the Town of Dayton the right, in common with the Grantee, to the continued use of the septic system located between said U.S. Route 35 and the said Hight Road, southerly of the Consolidated School building. Also reserving unto the Inhabitants of the Town of Dayton an easement under and across the property above described for the installation, repair, replacement and maintenance of a sewer line in a convenient location from the Town Offices, so-called (or as the same may be relocated in the future), to the septic system in the location above described, including the right to enter upon the said property herein described with men and equipment for such purposes, provided that the property is returned to substantially the same condition as it existed prior to such entry.

Being a portion of the same premises conveyed to the Inhabitants of the Town of Dayton by Warranty Deed from Ozro and Ida Taylor dated January 10, 1950, recorded in the said Registry in Book 1152, Page 242.

EXHIBIT 6-A & 6-B

Debt Service Summary

Exhibit 6A and 6B
Debt Service Summary

City of Saco, Maine
Debt Service Summary
of June 30, 2008

	School Department			City General Fund			Business Type - Sewer		
	Principal	Interest	Agent Fees	Principal	Interest	Agent Fees	Principal	Interest	Agent Fees
2009	\$ 650,979.00	\$ 237,732.50	\$ 500.00	\$ 746,066.05	\$ 193,776.19	\$ 5,929.56	\$ 345,000.00	\$ 59,331.92	\$ 2,847.26
2010	\$ 650,979.00	\$ 207,925.00	\$ 500.00	\$ 743,566.05	\$ 165,418.48	\$ 5,840.38	\$ 227,500.00	\$ 47,933.31	\$ 2,785.82
2011	\$ 645,979.00	\$ 177,700.00	\$ 500.00	\$ 586,066.05	\$ 142,538.98	\$ 5,751.19	\$ 225,000.00	\$ 40,893.45	\$ 2,724.37
2012	\$ 410,979.00	\$ 156,202.50	\$ 500.00	\$ 586,066.05	\$ 125,125.76	\$ 5,662.01	\$ 225,000.00	\$ 33,697.35	\$ 2,662.93
2013	\$ 295,000.00	\$ 143,222.50		\$ 583,566.05	\$ 107,605.03	\$ 5,572.81	\$ 222,500.00	\$ 26,451.24	\$ 2,601.49
2014	\$ 295,000.00	\$ 129,947.50		\$ 581,066.05	\$ 90,087.42	\$ 5,483.63	\$ 220,000.00	\$ 19,258.25	\$ 2,540.05
2015	\$ 295,000.00	\$ 116,377.50		\$ 581,066.05	\$ 72,382.32	\$ 5,394.45	\$ 145,000.00	\$ 11,927.77	\$ 2,478.61
2016	\$ 295,000.00	\$ 102,512.50		\$ 506,066.05	\$ 56,174.10	\$ 5,155.27	\$ 145,000.00	\$ 6,144.17	\$ 2,205.72
2017	\$ 295,000.00	\$ 88,500.00		\$ 506,066.05	\$ 41,628.37	\$ 5,066.06	\$ 145,000.00	\$ 2,048.06	
2018	\$ 295,000.00	\$ 73,750.00		\$ 261,066.05	\$ 31,930.69	\$ 2,832.60			
2019	\$ 295,000.00	\$ 59,000.00		\$ 261,066.05	\$ 27,081.07	\$ 2,804.86			
2020	\$ 295,000.00	\$ 44,250.00		\$ 75,000.00	\$ 23,156.26				
2021	\$ 295,000.00	\$ 29,500.00		\$ 75,000.00	\$ 19,968.76				
2022	\$ 295,000.00	\$ 14,750.00		\$ 75,000.00	\$ 16,781.26				
2023				\$ 75,000.00	\$ 13,500.00				
2024				\$ 75,000.00	\$ 10,125.00				
2025				\$ 75,000.00	\$ 6,750.00				
2026				\$ 75,000.00	\$ 3,375.00				
Total	\$ 5,308,916.00	\$ 1,561,370.00	\$ 2,000.00	\$ 6,466,726.55	\$ 1,147,427.84	\$ 55,492.80	\$ 1,975,000.00	\$ 247,885.49	\$ 23,113.40

State-funded \$ 705,000.00 \$ 79,195.00 \$ - \$ 784,195.00 assumed by RSU

on-state-funded \$ 4,603,916.00 \$ 1,502,175.00 \$ 2,000.00 \$ 6,108,091.00 not assumed by RSU

Total \$ 5,308,916.00 \$ 1,561,370.00 \$ 2,000.00 \$ 6,892,286.00

EXHIBIT 6-A & 6-B

Supplemental

Combined Debt to Maturity – Total Principal
Combined Debt to Maturity – Total Interest
Combined Debt to Maturity – Total Agent Fees

Exhibit 6A and 6B
Supplemental
Combined Debt to Maturity - Total Principal

City of Saco, Maine
Combined Debt to Maturity Schedule
as of June 30, 2008

Fiscal Year	1988 Sewer Project	1989 Capital Improv.	1990 School Constr.	1996 Police Station	1996 Route 1 Sewer	2002 Refunding Bond	2002 School Renov.	2002 School Renov. (no int)	2003 Refunding Bond	2005 Open Space	Total Principal Payments	School	City General Fd	Business Type
Principal	100% sewer				50% sewer	50% sewer								
2008	\$115,000.00	\$155,000.00	\$235,000.00	\$100,000.00	\$290,000.00	\$170,000.00	\$300,000.00	\$115,979.00	\$186,066.05	\$75,000.00	\$1,742,045.05	\$650,979.00	\$661,066.05	\$430,000.00
2010		\$155,000.00	\$235,000.00	\$100,000.00	\$290,000.00	\$185,000.00	\$300,000.00	\$115,979.00	\$186,066.05	\$75,000.00	\$1,622,045.05	\$650,979.00	\$661,066.05	\$310,000.00
2011			\$235,000.00	\$100,000.00	\$290,000.00	\$160,000.00	\$295,000.00	\$115,979.00	\$186,066.05	\$75,000.00	\$1,457,045.05	\$645,979.00	\$608,066.05	\$305,000.00
2012				\$100,000.00	\$290,000.00	\$160,000.00	\$295,000.00	\$115,979.00	\$186,066.05	\$75,000.00	\$1,222,045.05	\$410,979.00	\$508,066.05	\$305,000.00
2013				\$100,000.00	\$290,000.00	\$155,000.00	\$295,000.00		\$186,066.05	\$75,000.00	\$1,101,066.05	\$295,000.00	\$508,066.05	\$300,000.00
2014				\$100,000.00	\$290,000.00	\$150,000.00	\$295,000.00		\$186,066.05	\$75,000.00	\$1,096,066.05	\$285,000.00	\$508,066.05	\$295,000.00
2015				\$100,000.00	\$290,000.00	\$150,000.00	\$295,000.00		\$186,066.05	\$75,000.00	\$946,066.05	\$295,000.00	\$508,066.05	\$295,000.00
2016				\$100,000.00	\$290,000.00		\$295,000.00		\$186,066.05	\$75,000.00	\$846,066.05	\$295,000.00	\$508,066.05	\$145,000.00
2017					\$290,000.00		\$295,000.00		\$186,066.05	\$75,000.00	\$750,000.00	\$295,000.00	\$281,066.05	\$145,000.00
2018							\$295,000.00		\$186,066.05	\$75,000.00	\$556,066.05	\$295,000.00	\$75,000.00	
2019							\$295,000.00			\$75,000.00	\$370,000.00	\$295,000.00	\$75,000.00	
2020							\$295,000.00			\$75,000.00	\$370,000.00	\$295,000.00	\$75,000.00	
2021							\$295,000.00			\$75,000.00	\$370,000.00	\$295,000.00	\$75,000.00	
2022							\$295,000.00			\$75,000.00	\$370,000.00	\$295,000.00	\$75,000.00	
2023										\$75,000.00	\$75,000.00		\$75,000.00	
2024										\$75,000.00	\$75,000.00		\$75,000.00	
2025										\$75,000.00	\$75,000.00		\$75,000.00	
2026										\$75,000.00	\$75,000.00		\$75,000.00	
Total	\$115,000.00	\$310,000.00	\$705,000.00	\$900,000.00	\$2,810,000.00	\$1,110,000.00	\$4,140,000.00	\$463,916.00	\$2,046,728.55	\$1,350,000.00	\$13,750,842.55	\$5,308,918.00	\$5,911,728.55	\$2,530,000.00

State-funded debt

Non-state funded debt

Exhibit 6A and 6B
Supplemental
Combined Debt to Maturity - Total Interest

City of Saco, Maine
Combined Debt to Maturity Schedule
as of June 30, 2007

Fiscal Year	1988 Sewer Project	1989 Capital Improv.	1990 School Constr.	1996 Police Station	1996 Route 1 Sewer	2002 Refunding Bond	2002 School Renov.	2003 Refunding Bond	2006 Open Space	Total Interest Payments	School	City General Fd	Business Type Sewer
Interest	100% sewer				50% sewer	50% sewer							
2009	\$ 4,427.50	\$ 16,972.50	\$ 43,945.00	\$ 46,325.00	\$ 69,733.83	\$ 40,075.00	\$ 193,787.50	\$ 19,421.01	\$ 56,156.26	\$ 490,843.60	\$ 237,732.50	\$ 173,741.69	\$ 79,369.42
2010		\$ 5,657.50	\$ 26,437.50	\$ 41,100.00	\$ 61,441.61	\$ 34,425.00	\$ 181,487.50	\$ 17,571.39	\$ 53,156.26	\$ 421,276.76	\$ 207,925.00	\$ 148,205.96	\$ 65,145.81
2011			\$ 8,812.50	\$ 35,787.50	\$ 53,249.40	\$ 28,537.50	\$ 166,887.50	\$ 15,721.77	\$ 50,156.26	\$ 361,152.43	\$ 177,700.00	\$ 128,290.23	\$ 55,162.20
2012				\$ 30,400.00	\$ 45,057.19	\$ 22,337.50	\$ 156,202.50	\$ 13,872.15	\$ 47,156.26	\$ 315,025.60	\$ 156,202.50	\$ 113,957.01	\$ 44,866.10
2013				\$ 24,975.00	\$ 36,864.97	\$ 16,037.50	\$ 143,222.50	\$ 12,022.53	\$ 44,156.26	\$ 277,278.76	\$ 143,222.50	\$ 99,586.28	\$ 34,469.99
2014				\$ 19,500.00	\$ 28,672.75	\$ 9,843.75	\$ 129,947.50	\$ 10,172.91	\$ 41,156.26	\$ 239,293.17	\$ 129,947.50	\$ 85,165.55	\$ 24,180.13
2015				\$ 13,975.00	\$ 20,480.54	\$ 3,375.00	\$ 116,377.50	\$ 8,323.29	\$ 38,156.26	\$ 200,687.59	\$ 116,377.50	\$ 70,694.82	\$ 13,615.27
2016				\$ 8,400.00	\$ 12,288.33		\$ 102,512.50	\$ 6,473.67	\$ 35,156.26	\$ 164,830.76	\$ 102,512.50	\$ 56,174.10	\$ 6,144.17
2017				\$ 2,800.00	\$ 4,096.11		\$ 88,500.00	\$ 4,824.05	\$ 32,156.26	\$ 132,176.42	\$ 88,500.00	\$ 41,628.37	\$ 2,048.06
2018							\$ 73,750.00	\$ 2,774.43	\$ 29,156.26	\$ 105,680.59	\$ 73,750.00	\$ 31,930.69	
2019							\$ 59,000.00	\$ 924.81	\$ 26,156.26	\$ 86,081.07	\$ 59,000.00	\$ 27,081.07	
2020							\$ 44,250.00		\$ 23,156.26	\$ 67,406.26	\$ 44,250.00	\$ 23,156.26	
2021							\$ 29,500.00		\$ 19,968.76	\$ 49,468.76	\$ 29,500.00	\$ 19,968.76	
2022							\$ 14,750.00		\$ 16,781.26	\$ 31,531.26	\$ 14,750.00	\$ 16,781.26	
2023									\$ 13,500.00	\$ 13,500.00		\$ 13,500.00	
2024									\$ 10,125.00	\$ 10,125.00		\$ 10,125.00	
2025									\$ 6,750.00	\$ 6,750.00		\$ 6,750.00	
2026									\$ 3,375.00	\$ 3,375.00		\$ 3,375.00	

Total \$ 4,427.50 \$ 22,630.00 \$ 79,195.00 \$ 223,262.50 \$ 331,884.73 \$ 154,631.25 \$ 1,502,175.00 \$ 111,902.01 \$ 546,375.14 \$ 2,976,483.13 \$ 1,581,370.00 \$ 1,070,112.02 \$ 325,001.12

State-funded

Non-state funded

Exhibit 6A and 6B

Supplemental

Combined Debt to Maturity - Total Agent Fees

City of Saco, Maine
Combined Debt to Maturity Schedule
As of June 30, 2007

Fiscal Year	1996		2002		2002		2003		Total		Business Type	
	Route 1 Sewer	50% sewer	Refunding Bond	50% sewer	School Renov.	Refunding Bond	Refunding Bond	Agent Fees	School	City General Fd	Sewer	
Agent fees												
2009	\$ 5,394.51	\$	300.00	\$	500.00	\$	3,082.30	\$ 9,276.81	\$ 500.00	\$ 5,779.56	\$ 2,997.26	
2010	\$ 5,271.63	\$	300.00	\$	500.00	\$	3,054.56	\$ 9,126.19	\$ 500.00	\$ 5,690.38	\$ 2,935.82	
2011	\$ 5,148.74	\$	300.00	\$	500.00	\$	3,026.82	\$ 8,975.56	\$ 500.00	\$ 5,601.19	\$ 2,874.37	
2012	\$ 5,025.86	\$	300.00	\$	500.00	\$	2,999.08	\$ 8,824.94	\$ 500.00	\$ 5,512.01	\$ 2,812.93	
2013	\$ 4,902.98	\$	300.00	\$		\$	2,971.32	\$ 8,174.30		\$ 5,422.81	\$ 2,751.49	
2014	\$ 4,780.09	\$	300.00	\$		\$	2,943.58	\$ 8,023.67		\$ 5,333.63	\$ 2,690.05	
2015	\$ 4,657.21	\$	300.00	\$		\$	2,915.84	\$ 7,873.05		\$ 5,244.45	\$ 2,628.61	
2016	\$ 4,534.33					\$	2,888.10	\$ 7,422.43		\$ 5,155.27	\$ 2,267.17	
2017	\$ 4,411.44					\$	2,860.34	\$ 7,271.78		\$ 5,066.06	\$ 2,205.72	
2018						\$	2,832.60	\$ 2,832.60		\$ 2,832.60		
2019						\$	2,804.86	\$ 2,804.86		\$ 2,804.86		
2020												
2021												
2022												
2023												
2024												
2025												
2026												

Total \$ 44,126.79 \$ 2,100.00 \$ 2,000.00 \$ 32,379.40 \$ 80,606.19 \$ 2,000.00 \$ 54,442.80 \$ 24,163.40

Non-state funded

EXHIBIT 6-A1

Existing Lease Agreements

RSU # 56/Exhibit 6-A1
Analysis of Existing Lease Agreements

Saco:	Initiated	terminates	Remaining Payments			
			FY 08	FY 09	FY 10	FY 11
Central Office Building	7/1/2003 City of Saco	7/1/2012	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000
Apple Computers	6/27/2007 Apple Computer Inc.	7/1/2011	\$ 62,156	\$ 62,156	\$ 62,156	\$ -
Postage meter	7/19/2006 Pitney Bowes	7/1/2011	\$ 960	\$ 960	\$ 960	\$ -
Young School modular building	7/15/2005 Sun Trust	7/15/2009	\$ 456,869	\$ 456,869	\$ 456,869	\$ -
Saco Middle School - Special Ed portable	11/30/2004 Gorham Savings Leasing Group	7/15/2009	\$ 12,820	\$ 12,820	\$ 12,820	\$ -
Printer/Photocopier lease	9/15/2004 Access Municipal Leasing	8/1/2009	\$ 30,805	\$ 30,805	\$ 30,805	\$ -
Central office postage meter	3/8/2007 Pitney Bowes	3/1/2012	\$ 2,424	\$ 2,424	\$ 2,424	\$ 1,818
2008 School Bus	12/19/2007 Gorham Savings Leasing Group	12/15/2011	\$ 18,416	\$ 18,416	\$ 18,416	\$ 18,416
Total Saco			\$ 626,450	\$ 626,450	\$ 626,450	\$ 62,234
Dayton:						
2006 Bluebird school bus	6/24/2005	7/15/2008	\$ 14,746	\$ 14,746	\$ -	\$ -
Modular Building	7/1/2005 Skowhegan Savings	7/15/2009	\$ 80,023	\$ 80,023	\$ 80,023	\$ -
2008 School Bus	12/19/2007 Gorham Savings Leasing Group	12/15/2011	\$ 15,063	\$ 15,063	\$ 15,063	\$ 15,063
Total Dayton			\$ 109,832	\$ 109,832	\$ 95,086	\$ 15,063
Old Orchard Beach:						
School district copiers	Wells fargo Leasing		\$ 12,500	\$ 12,500	\$ 12,500	\$ -
School district copiers	Wells fargo Leasing		\$ 14,200	\$ 3,550		
Total Old Orchard Beach			\$ 26,700	\$ 16,050	\$ 12,500	\$ -
TOTAL ALL LEASE COMMITMENTS			\$ 762,982	\$ 752,332	\$ 734,036	\$ 153,519
						\$ 77,297

EXHIBIT 7-A1

Saco/Dayton/OOB Administrators with Collective Bargaining Agreements

Exhibit 7-A.1 – Saco/Dayton

List of written individual employment contracts for Saco School Department and Dayton School Department

Administrators – Each administrator has an individual contract that outlines more specific benefits (pay, retirement, longevity, etc.)

Position	Contract Expiration
Superintendent	June 30, 2009
Curriculum/Instruction Director	June 30, 2009
Special Services Director	June 30, 2009
Assistant Special Ed Director	July 31, 2009
Principal – Dayton	June 30, 2010
Principal – Fairfield School	June 30, 2009
Principal – Young School	June 30, 2009
Principal – Burns School	June 30, 2009
Principal – Saco Middle School	June 30, 2009
Assistant Principal – Burns School	June 30, 2009
Assistant Principal – Saco Middle School	June 30, 2009

Other Individual Contracts	Contract Expiration
Business Manager	June 30, 2009
Maintenance Director	June 30, 2009
Technology Director	June 30, 2009
Food Service Director	June 30, 2009
Food Service Director – Dayton	June 30, 2009
Transportation Director	June 30, 2009

Exhibit 7-A.1 - Old Orchard Beach

A list of all written individual employment contracts for Old Orchard Beach:

Administrators are covered by **Administrators' Collective Bargaining Agreement** document. In addition, each administrator has an individual contract that outlines more specific benefits (pay, retirement, longevity, etc.)

Position	Contract Expiration
Superintendent	June 30, 2011
Jameson Elementary School Principal	June 30, 2009
Loranger Middle School Principal	June 30, 2009
Loranger Middle School Asst. Principal	June 30, 2009
OOB High School Principal	June 30, 2009
OOB High School Asst. Principal	June 30, 2009
Curriculum Coordinator	June 30, 2009
Special Education Director	June 30, 2009
Adult Education Director	

Other Individual Contracts	Contract Expiration
Technology Coordinator	June 30, 2009
½ X Director of Transportation and Maintenance	June 30, 2008
Food Service Director	June 30, 2008
Kitchen Manager/Asst. Food Serv. Director	June 30, 2008
Substance Abuse Counselor	June 30, 2008
Business Manager	June 30, 2008

EXHIBIT 7-A2

**Saco/Dayton/OOB
Employees without
Individual Employment
Contracts**

Exhibit 7-A.2 – Saco/Dayton

List of employees without individual employment contracts for Saco School Department and Dayton School Department

List includes employees who work on an at-will basis, who are not covered by a written individual employment contract or collective bargaining agreement. All hourly-paid employees:

Union-Wide:

Superintendent's Administrative Assistant
Payroll Specialist
Substitute Teacher Caller
Special Education Administrative Assistant (2)
Special Ed. Secretary
IT Specialist
Bus Aide
Bus Dispatcher

Saco/Dayton:

School Nurse – Dayton
___ Custodians – Dayton
___ Food Service Workers – Saco
___ Food Service Workers - Dayton

Exhibit 7-A.2 - Old Orchard Beach

A list of all employees who do not have written individual employment contracts:

List includes employees who work on an at-will basis, who are not covered by a written individual employment contract or collective bargaining agreement. All hourly-paid employees:

Superintendent's Office:

Superintendent's Administrative Assistant
Special Education Administrative Assistant
Administrative Assistant to the Business Manager and Curriculum Coordinator
Technical Support

Other:

School Nurse Assistant
Attendance Officer
___ Food Service Specialists
___ Food Service Assistants

EXHIBIT 7-B1

Saco/Dayton/OOB Collective Bargaining Agreements

Exhibit 7-B1 – Saco/Dayton

List of all school collective bargaining agreements

District	Bargaining Unit	Positions Included	Next Expiration
Saco	Saco Education Association	Teacher Positions	August 31, 2009
Saco	Saco Educational Association (Educational Technicians)	Ed. Tech I, II, III	August 31, 2008
Saco	Saco Custodian and Custodian Maintenance Association	Custodians and Maintenance Personnel	June 30, 2009
Saco	Saco School Bus Driver	Bus Drivers	June 30, 2009
Dayton	Dayton Teachers Association	Teacher Positions	August 31, 2008
Dayton	Dayton Educational Technicians	Ed Tech I, II, III	August 31, 2009
Dayton	Dayton School Bus Drivers	Bus Drivers	June 30, 2009

As contracts expire they will be renegotiated in order to comply with applicable law.

Exhibit 7-B1 – Old Orchard Beach

List of all school collective bargaining agreements

District	Bargaining Unit	Positions Included	Next Expiration
OOB	OOB Educational Support Professionals Assoc.	Ed Tech I's, II's, & III's, Secretary I's & II's, Exec. Secretaries, Custodian, Maintenance, and Van and Bus Driver Positions	August 31, 2008
OOB	OOB Teachers Assoc.	Teacher Positions	August 31, 2009

EXHIBIT 7-C

**All Saco, Dayton and
Old Orchard Beach
Contracts**

Exhibit 7-C
All Saco, Dayton and Old Orchard
Other Contractual Obligations

Saco	Amount
Simplex Grendel	\$ 4,500
Maine State Billing	

Dayton	Amount
Simplex Grendel	\$ 4,500
Maine State Billing	

Old Orchard Beach
Honeywell
Pitney Bowes
Maine State Billing
Wells Fargo
Symquest